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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

v.

SHELLER-GLOBE CORPORATION,

et al.,

Defendants.

CIVIL ACTION NO. 1:90 CV 72

CONSENT DECREE

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FOR THE WESTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

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SHELLER-GLOBE CORPORATION,
et al.,

Defendants.

CIVIL ACTION NO. 1:90cv722

CONSENT DECREE

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
SHELLER-GLOBE CORPORATION,)	
et al.,)	
)	
Defendants.)	
)	

CONSENT DECREE

WHEREAS, The United States Environmental Protection Agency ("U.S. EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9605, placed the Auto Ior Site in Kalamazoo, Michigan (the "Facility" as specifically defined in Paragraph 4 of this Consent Decree) on the National Priorities List, which is set forth at 40 CFR Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40674 (September, 1983);

In response to a release or a substantial threat of a release of a hazardous substance at or from the Facility, the Settling Defendants in October 1987, commenced a Remedial Investigation and Feasibility Study ("RI/FS") pursuant to 40 CFR 300.68 for the Facility;

The Settling Defendants completed a Remedial Investigation ("RI") Report on June 1, 1989, and U.S. EPA and Settling

Defendants completed a Feasibility Study ("FS") Report on July 19, 1989;

Upon completion of the FS Report, a proposed plan for remedial action at the Facility was prepared by U.S. EPA;

On or about August 3, 1989, U.S. EPA, pursuant to Section 117 of CERCLA, 42 U.S.C. (9617, published notice of the completion of the RI/FS and of the proposed plan for remedial action, in a major local newspaper of general circulation and provided opportunity for public comment to be submitted in writing to U.S. EPA by September 1, 1989 or orally at a public meeting held in the City of Kalamazoo, Michigan, on August 8, 1989;

U.S. EPA, pursuant to Section 117 of CERCLA, 42 U.S.C. (9617, has kept a transcript of the public meeting and has made this transcript available to the public as part of the administrative record located at U.S. EPA, Region V, 111 West Jackson Street, Chicago, Illinois and at the Kalamazoo Public Library.

On August 15, 1989, U.S. EPA, pursuant to Section 122 of CERCLA, 42 U.S.C. (9622, notified certain parties that the U.S. EPA determined each party to be a potentially responsible party ("PRP") regarding the proposed remedial action at the Facility;

In accordance with Section 121(f)(1)(F) of CERCLA, 42 U.S.C. (9621(f)(1)(F), U.S. EPA notified the State of Michigan on August 21, 1989 of negotiations with PRPs regarding the scope of the remedial design and remedial action for the Facility, and U.S.

EPA has provided the State with an opportunity to participate in such negotiations and be a party to any settlement;

Pursuant to Section 122(j) of CERCLA, 42 U.S.C. (9622(j)), on August 21, 1989, U.S. EPA notified the Federal natural resource trustee of negotiations with PRPs on the subject of addressing the release or threatened release of hazardous substances at the Facility;

Certain persons have provided comments on U.S. EPA's proposed plan for remedial action, and to such comments U.S. EPA provided a summary of responses, all of which have been included in the administrative record referred to above;

Considering the proposed plan for remedial action and the public comments received, U.S. EPA has reached a decision on a final remedial action plan, which is embodied in a document called a Record of Decision ("ROD") signed by the Regional Administrator on September 27, 1989, (attached as Appendix 1 hereto), to which the State has given its concurrence, and which includes a discussion of U.S. EPA's reasons for the final plan and for any significant changes from the proposed remedial action plan contained in the FS;

U.S. EPA, pursuant to Section 117(b) of CERCLA, 42 U.S.C. (6917(b)), has provided public notice of adoption of the final remedial action plan set forth in the ROD, including notice of the ROD's availability to the public for review in the same locations as the administrative record referred to above;

Pursuant to Section 117(d) of CERCLA, 42 U.S.C. (9617(d), the notice has been published in a major local newspaper of general circulation, and the notice includes an explanation of any significant changes from the proposed remedial action plan contained in the FS and the reasons for such changes;

Pursuant to Section 121(d)(1) of CERCLA, 42 U.S.C. (6921(d)(1), U.S. EPA and Settling Defendants ("the Parties"), and the State, believe that the remedial action plan adopted by U.S. EPA will attain a degree of cleanup of hazardous substances, pollutants and contaminants released into the environment and of control of further release which at a minimum assures protection of human health and the environment at the Facility;

The Parties and the State believe the remedial action plan adopted by U.S. EPA will provide a level or standard of control for such hazardous substances, pollutants, or contaminants which at least attains legally applicable or relevant and appropriate standards, requirements, criteria, or limitations under Federal environmental law or State environmental or facility siting law in accordance with Section 121(d)(2) of CERCLA, 42 U.S.C. (6921(d)(2), and that the remedial action plan is in accordance with Section 121 of CERCLA, 42 U.S.C. (6921, and with the National Contingency Plan ("NCP"), 40 CFR Part 300;

Settling Defendants agree to implement the final remedial action plan adopted by U.S. EPA in the ROD as set forth in Appendix 1 to this Consent Decree and incorporated by reference into this Decree, and U.S. EPA has determined that the work

required under the Consent Decree will be done properly by Settling Defendants and that Settling Defendants are qualified to implement the remedial action plan contained in the ROD; and

The Parties recognize, and intend to further hereby, the public interest in the expedition of the cleanup of the Facility and in avoiding prolonged and complicated litigation between the Parties;

NOW, THEREFORE, it is hereby Ordered, Adjudged and Decreed:

I. PURPOSE OF DECREE

1. The purpose of this Consent Decree is to provide for implementation by Settling Defendants of the remedial design and remedial action for Operable Unit I soil remediation for the Facility selected by U.S. EPA, as set forth in the ROD and in the Statement of Work ("SOW") attached as Appendix 2, and to provide for payment of certain response costs incurred and to be incurred by the United States for the Facility on Operable Unit I involving remediation of the soil.

II. JURISDICTION

2. This Court has jurisdiction over the subject matter herein and over the parties consenting hereto. Settling Defendants hereby waive service of the summons and complaint in this action.

III. PARTIES BOUND

3. This Consent Decree applies to and is binding upon the undersigned parties and their agents, successors and assigns. The undersigned representative of each party to this Consent Decree certifies that he or she is fully authorized by the party or parties whom she or he represents to enter into the terms and conditions of the Consent Decree and to execute and legally bind that party to it. Settling Defendants shall provide a copy of this Consent Decree to the contractor(s) hired to perform the work required by this Consent Decree and shall require the contractor(s) to provide written notice of the decree to any subcontractor retained to perform any part of the work.

IV. DEFINITIONS

4. Whenever the following terms are used in this Consent Decree and the Appendices attached hereto, the following definitions shall apply:

"Cleanup Standards" means the requirements respecting the degree of cleanup required for Operable Unit I, soil remediation that must be achieved by the remedial action, as set forth in the ROD, para. 12 of this Decree, and in the SOW.

"Consent Decree" means this Decree and all appendices hereto. In the event of conflict between this Decree and any appendix, the Decree shall control.

"Contractor" means the company or companies retained by or on behalf of Settling Defendants to undertake and complete the work required by this Consent Decree. Each contractor and

subcontractor shall be qualified to do those portions of the work for which it is retained. Each contractor and subcontractor shall be deemed to be related by contract to each Settling Defendant within the meaning of 42 U.S.C. (9607(b)).

"Facility" refers to the location where treatment, storage, disposal or other placement of hazardous substances was conducted by Auto Ion, Inc., which is the entire premises located at 72-74 Mills Street, Kalamazoo, Kalamazoo County, State of Michigan, as shown in the legal description and on the map attached as Appendix 3.

"Future liability" refers to liability arising after U.S. EPA's Certification of Completion is issued pursuant to Section XXVI hereof.

"Hazardous substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. (9601(14)).

"National Contingency Plan" or "NCP" means the term used in Section 105 of CERCLA, 42 U.S.C. (9605 and is promulgated at 40 CFR Part 300.

"Oversight Costs" means any costs not inconsistent with the National Contingency Plan incurred by U.S. EPA in monitoring the compliance of the Settling Defendants with this Consent Decree, including but not limited to payroll and other direct costs, indirect and overhead costs, sampling and laboratory costs, travel, contractor costs and costs of reviewing the work performed pursuant to this Consent Decree.

"Parties" means the United States of America and the Settling Defendants.

"RD/RA Work Plan" means the plan for implementation of the remedial design, remedial action, and operation and maintenance of the remedial action of Operable Unit I for the Facility, as submitted by Settling Defendants and approved by U.S. EPA pursuant to para. 13 of this Decree.

"Record of Decision" or "ROD" means the administrative Record of Decision issued by U.S. EPA setting forth the remedial action requirements for the Facility, attached as Appendix 1 hereto.

"Remedial Project Manager" or "RPM" means the person designated by U.S. EPA to coordinate, monitor or direct remedial activities at the Facility pursuant to 40 CFR (300.33 and Section XII hereof.

"Response Costs" means any costs not inconsistent with the National Contingency Plan incurred by the United States pursuant to 42 U.S.C. ((9601 et seq.

"Statement of Work" or "SOW" means the plan, set forth as Appendix 2 to this Decree, for implementation of the remedial design and remedial action at the Facility pursuant to the Record of Decision, and any subsequent amendments of Appendix 2 pursuant to the provisions of this Decree.

"Settling Defendants" means those parties other than the United States of America who sign this Consent Decree.

"State" means the State of Michigan; "MDNR" means the Michigan Department of Natural Resources.

"United States" means the United States of America.

"U.S. EPA" means the United States Environmental Protection Agency.

"U.S. DOJ" means the United States Department of Justice.

"Work" means the design, construction and implementation, in accordance with this Consent Decree, of the tasks described in the ROD, this Decree, the Statement of Work, the RD/RA Work Plan, and any other plans or schedules submitted and approved by U.S. EPA pursuant to this Decree or the SOW.

V. GENERAL PROVISIONS

5. Commitment of Settling Defendants to Perform RD/RA.

a. Settling Defendants agree jointly and severally to finance and perform the Work as defined in paragraph 4 hereof.

b. The Work shall be completed in accordance with all requirements of this Decree, the ROD, the SOW, the RD/RA Work Plan and all other plans or schedules submitted and approved by U.S. EPA under this Decree. The procedures for submission and approval of plans are set forth in Section VI below.

6. Compliance with Applicable Laws; Permits and Approvals

a. All activities undertaken by the Settling Defendants pursuant to this Consent Decree shall be undertaken in accordance with the requirements of all applicable federal and state laws, regulations and permits, as required by CERCLA.

b. Pursuant to Section 121(e)(1) of CERCLA, no federal, state, or local permits are required for work conducted entirely on the Facility. Settling Defendants shall obtain all permits or approvals necessary for work off the Facility under applicable federal or state laws and shall submit timely applications and requests for any such permits and approvals.

c. The standards and provisions of Section XIII hereof describing Force Majeure shall govern delays in obtaining permits required for the Work and also the denial of any such permits, provided that Settling Defendants have made timely and complete application for any such permits.

d. Settling Defendants shall include in all contracts or subcontracts entered into for work required under this Consent Decree, provisions stating that such contractors or subcontractors, including their agents and employees, shall perform all activities required by such contracts or subcontracts in compliance with all applicable laws and regulations. This Consent Decree is not a permit issued pursuant to any federal or state statute or regulation.

7. Formal Approval Required. No informal advice, guidance, suggestions or comments by representatives of the United States or the State on plans, reports or other documents submitted by the Settling Defendants shall be construed as relieving them from obtaining any formal approvals, permits or other authorizations required by law or by this Decree. Further, no advice, guidance, suggestions or comments by such government

representatives with respect to any submission by the Settling Defendants shall be construed so as to relieve them of their obligations under this Decree or to transfer any of their liability or obligations under this Decree to any other party or person.

8. Computation of Time. Unless otherwise provided, dates and time periods specified in or under this Decree are in calendar days. If the date for submission of any item or notification required by this Decree falls upon a weekend or state or federal holiday, the time period for submission of that item or notification is extended to the next working day following the weekend or holiday.

9. Conveyance of the Facility

a. The Settling Defendants shall use their best efforts to record a copy of this decree with the Recorder's Office in Kalamazoo County, State of Michigan, in the chain of title for each parcel of Facility property owned by the State of Michigan.

b. In the event of alienation of the Facility, all of Settling Defendants' obligations pursuant to this Decree shall continue to be met by all Settling Defendants and the grantee.

c. Settling Defendants will use their best efforts to provide that any deed, title or other instrument of conveyance regarding the Facility shall contain a notice that the Facility is the subject of this Consent Decree, setting forth the style of the case, case number, and Court having jurisdiction herein.

d. Institutional Control. The U.S. EPA has determined that the security fence currently surrounding the Facility, including prominently displayed warning signs, is necessary to effectuate the remedial action for the Facility and to protect the public health or welfare or the environment. Such security fence shall remain in effect until such time as U.S. EPA files with the Court a written certification that: (i) the Work required by this Decree has been fully implemented, (ii) no further operable units or other response actions are planned for the Facility, and (iii) the security fence required by this Decree is no longer necessary to protect human health or the environment from exposure to hazardous substances remaining at the Facility.

VI. PERFORMANCE OF THE WORK
BY SETTLING DEFENDANTS

10. Selection of Architect/Engineer and Contractor(s).

a. Architect/Engineer. All remedial design work to be performed by Settling Defendants pursuant to this Consent Decree shall be under the direction and supervision of a qualified professional architect or engineer. Selection of any such architect or engineer is subject to approval by U.S. EPA. U.S. EPA hereby approves Eder Associates Consulting Engineers, P.C., as Settling Defendants' architect or engineer for remedial design.

b. Contractor. All remedial action work to be performed by the Settling Defendants pursuant to this Consent Decree shall be under the direction and supervision of a

qualified professional engineer. As soon as possible after entry of the Decree, and at least 30 days prior to the date upon which initiation of remedial action work is required under this Decree, the Settling Defendants shall notify U.S. EPA, in writing, of the name, title, and qualifications of the proposed engineer, and the names of principal contractors and principal subcontractors proposed to be used in carrying out the Work to be performed pursuant to this Consent Decree. Selection of any such engineer or contractor and/or subcontractor shall be subject to approval by the U.S. EPA in consultation with the State.

c. Disapproval of Architect/Engineer or Contractor.

If U.S. EPA disapproves of the initial or subsequent selection of an architect, engineer or contractor, Settling Defendants shall submit a list of alternate architects, engineers or contractors to U.S. EPA within 30 days of receipt of the notice of disapproval. Within 14 days from receipt of the list U.S. EPA shall provide written notice of the names of the architects, engineers or contractors on the list of which it approves. Settling Defendants may select any approved architect, engineer or contractor from the list and shall notify U.S. EPA of the name of the person or entity selected within 21 days of receipt from U.S. EPA of the list of the approved architects, engineers, or contractors. If U.S. EPA does not approve or disapprove of the list within 14 days, and the delay prevents Settling Defendants from meeting one or more deadlines in a plan

approved by U.S. EPA pursuant to this Decree, Settling Defendants may seek relief under the provisions of Section XIII herein.

d. Replacement of Architect/Engineer or Contractor.

If at any time Settling Defendants propose to change an architect, engineer or contractor previously approved by U.S. EPA, they shall give written notice to U.S. EPA of the name, title and qualifications of the proposed new architect, engineer or contractor. Such architect, engineer or contractor shall not perform any Work until approval by U.S. EPA, in consultation with the State, has been given.

11. Statement of Work. Appendix 2 to this Consent Decree provides a Statement of Work ("SOW") for the completion of remedial design and remedial action at the Facility. This Statement of Work is incorporated into and made an enforceable part of this Consent Decree.

12. Cleanup Standards. The work performed under this Consent Decree shall meet the Cleanup Standards set out below. The soils located above the ground water table at the facility shall be remediated, as described on page 2 of the SOW, so that the concentration of each hazardous substance, pollutant or contaminant remaining in such soils at the conclusion of the remedial action shall not present an estimated individual substance excess lifetime carcinogenic risk in excess of 1.0×10^{-6} or a Hazard Index score greater than one for non-carcinogenic risk, except as provided below in this paragraph. Provided that the requirements of the preceding sentence are

satisfied with respect to all hazardous substances, pollutants or contaminants other than the inorganic substances specifically identified in Section III.C of the SOW, Settling Defendants shall not be required pursuant to the preceding sentence to reduce the concentration of any inorganic substance identified in Section III.C of the SOW, below the background concentration for such substance. Background concentrations for each contaminant listed in Section III.C of the SOW shall be determined by sampling off the Facility in the surrounding areas, as described in the SOW. Notwithstanding any other provision of this paragraph, Settling Defendants recognize that U.S. EPA may require further remedial action in a final Record of Decision, and that such remedial action may include additional soil excavation, e.g., if soil contamination levels remaining at the Facility continue to cause or threaten further ground water contamination or present a threat to human health or the environment.

13. Work Plans.

a. Within 60 days of the lodging of this Consent Decree, the Settling Defendants shall submit the Remedial Design Work Plan or "RD Work Plan" to the U.S. EPA and the State for the design of the remedial action at the Facility. The Remedial Design Work Plan shall consist of a detailed sampling plan, a Treatability Study plan, plans for designs and specifications for excavation and stabilization, and a post-excavation sampling plan, as required in the SOW.

b. If the Consent Decree is not subsequently entered, Settling Defendants shall complete the RD Work Plan and shall have their liability for the Facility reduced accordingly or, at their option, Settling Defendants may discontinue their work on the RD Work Plan and receive no reduction of their liability for the Facility by reason of costs incurred for such work. Settling Defendants shall not be required to pay any Oversight Costs for U.S. EPA's or the State's review of their work prior to entry of the decree under this paragraph, but following entry shall pay all such Oversight Costs that accrued prior to entry pursuant to Section XVI hereof.

c. Within 60 days of the entry of this Consent Decree, the Settling Defendants shall submit the RD/RA Work Plan which shall consist of the approved RD Work Plan, the quality assurance project plan ("QAPP"), the Health and Safety Plan ("HASP"), a plan for satisfaction of permitting requirements and a plan for operation and maintenance. The RD/RA Work Plan shall also include a schedule for implementation of the RD/RA tasks and submittal of RD/RA reports. The final work plan, which includes the RD Work Plan, shall be referred to in this Decree as the RD/RA Work Plan. The RD/RA Work Plan, including the RD Work Plan, shall be developed in conformance with the ROD, the SOW, U.S. EPA Superfund Remedial Design and Remedial Action Guidance and any additional guidance documents provided by U.S. EPA to the Settling Defendants that are in effect at the time that the relevant plan is submitted. If an applicable U.S. EPA guidance

document is changed or is issued which requires modification of plans under development, U.S. EPA may adjust deadlines of such plans as U.S. EPA deems necessary to incorporate such guidance into the plan being developed.

d. The RD/RA Work Plan shall be subject to review, modification and approval by U.S. EPA, in consultation with the State, in accordance with the procedures set forth in para. 14 below.

e. The fully approved RD/RA Work Plan shall be deemed incorporated into and made an enforceable part of this Consent Decree. All work shall be conducted in accordance with the National Contingency Plan, the U.S. EPA Superfund Remedial Design and Remedial Action Guidance, and the requirements of this Consent Decree, including the standards, specifications and schedule contained in the RD/RA Work Plan.

14. Approval Procedures for Work Plans and Other Documents.

a. Upon review of each work plan or other document required to be submitted and approved by U.S. EPA pursuant to this Decree, and after consultation with the State, the U.S. EPA Remedial Project Manager (the "RPM") shall notify Settling Defendants, in writing, that a document is (1) approved, (2) disapproved, (3) modified by U.S. EPA to cure deficiencies, or (4) returned to Settling Defendants for modification. An explanation shall be provided for any disapproval or required modification.

b. Upon approval or modification of a submission by U.S. EPA, Settling Defendants shall proceed to implement the work required.

c. In the event of partial U.S. EPA disapproval or request for modification by Settling Defendants, the Settling Defendants shall proceed to implement the work in any approved portions of the submission upon request by U.S. EPA, and shall submit a revised document, to U.S. EPA and the State, curing the deficiencies within 30 calendar days of receipt of notice from U.S. EPA or such other time as may be agreed to by the parties.

d. Settling Defendants may submit any disapproval, modification, or conditions of approval to which they object, for dispute resolution pursuant to Section XIV hereof. The provisions of Section XIV (Dispute Resolution) and Section XVII (Stipulated Penalties) shall govern the implementation of Work and accrual and payment of any stipulated penalties during dispute resolution. Implementation of non-deficient portions of the submission shall not relieve Settling Defendants of any liability for stipulated penalties under Section XVII.

VII. ADDITIONAL WORK AND MODIFICATION OF THE SOW

15. No Warranty. The provisions of the SOW attached as Appendix 2 reflect the parties' best efforts at the time of execution of this Decree to define the technical work required to perform the remedial action described in the ROD. The Parties acknowledge and agree that approval by U.S. EPA of neither the SOW nor the RD/RA Work Plan constitutes a warranty or

representation of any kind that the SOW or RD/RA Work Plan will achieve the Cleanup Standards, and shall not foreclose the United States from seeking compliance with the applicable Cleanup Standards.

16. Modification of the Statement of Work. The parties recognize that modification of the SOW may be required at some point in the future, e.g. to provide for minor modifications of design, construction or operation of the remedial action consistent with the ROD, or to provide for additional work needed to meet the Clean-up Standards for Operable Unit I specified above. In such event, the following procedures shall be followed to amend the SOW:

- a. The party that determines that additional work or other modification of the SOW is necessary shall provide written notice of such determination to the other parties.
- b. The other parties shall respond to such notice in writing within thirty (30) days of receipt or such other time as may be agreed to by the parties.

17. Modification by Agreement. If the parties agree on the modifications to the SOW, the agreement shall be in writing and shall be filed with the Court along with the amended SOW. Approval of the Court shall be requested for material modifications.

18. Dispute Resolution. If the parties do not agree on the proposed modifications or additional work, they shall initiate

dispute resolution pursuant to Section XIV of this Decree. The scope and standard of review set forth in para. 40 shall govern any judicial determination in such dispute. Within 30 days of any resolution of a dispute that requires modification of the SOW, or such other time as may be agreed to by the parties, the Settling Defendants shall submit a revised SOW in conformance with the decision for EPA's approval.

VIII. U.S. EPA PERIODIC REVIEW TO
ASSURE PROTECTION OF HUMAN
HEALTH AND THE ENVIRONMENT

19. To the extent required by Section 121 (c) of CERCLA, 42 U.S.C. Section 9621(c), and any applicable regulations, U.S. EPA shall review the remedial action at the Facility at least every five (5) years after the entry of this Consent Decree to assure that human health and the environment are being protected by the remedial action being implemented. If upon such review, U.S. EPA determines that further response action is appropriate at the Facility in accordance with Section 104 or 106, then, consistent with Section XVIII of this Consent Decree, the U.S. EPA, in consultation with the State, may take or require such action.

20. Settling Defendants shall be provided with an opportunity to confer with U.S. EPA and the State on any response action proposed as a result of U.S. EPA's 5-year review and to submit written comments for the record. The final decision of U.S. EPA shall be subject to judicial review pursuant to the dispute resolution provision in Section XIV hereof, if U.S. EPA seeks to require the Settling Defendants to undertake such work.

IX. QUALITY ASSURANCE

21. Settling Defendants shall use quality assurance, quality control, and chain of custody procedures in accordance with U.S. EPA's "Interim Guidelines and Specifications For Preparing Quality Assurance Project Plans" (QAM-005/80) and subsequent amendments to such guidelines upon notification to Settling Defendants of such amendments by U.S. EPA. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any monitoring project under this Consent Decree, Settling Defendants shall submit Quality Assurance Project Plan(s) ("QAPP") to U.S. EPA and the State, consistent with the SOW and applicable guidelines, in accordance with paragraphs 11 and 12 hereof. Sampling data generated consistent with the QAPP(s) shall be admissible as evidence, without objection, in any proceeding to enforce this Decree. Settling Defendants shall assure that U.S. EPA and State personnel or authorized representatives are allowed access to any laboratory approved by U.S. EPA and utilized by Settling Defendants in implementing this Consent Decree. In addition, Settling Defendants shall have their laboratory analyze samples submitted by U.S. EPA or the State for quality assurance monitoring.

X. FACILITY ACCESS, SAMPLING, DOCUMENT AVAILABILITY

22. Access to Facility and Other Property.

a. As of the date of lodging of this Consent Decree, the United States and Settling Defendants' contractors shall have access at all times to the Facility.

b. To the extent that the Facility or other areas where Work is to be performed hereunder is presently owned by persons other than Settling Defendants, Settling Defendants shall use best efforts to secure from such persons access for Settling Defendants' contractors, the United States, the State, and their authorized representatives, as necessary to effectuate this Consent Decree. If access is not obtained despite best efforts within 30 days of the date of entry of this Decree, Settling Defendants shall promptly notify the United States. The United States thereafter may assist Settling Defendants in obtaining access, to the extent necessary to effectuate the remedial action for the Facility, using such means as it deems appropriate. The United States' costs in this effort, including attorney's fees and other expenses and any compensation that the United States may be required to pay to the property owner, shall be considered costs of response and shall be reimbursed by Settling Defendants in accordance with Section XVI of this Decree (Reimbursement).

23. Access to Property Controlled by Settling Defendants.

As of the date of lodging of this Consent Decree, the United States and Settling Defendants' contractors shall have access at all times to any other property controlled by or available to

Settling Defendants to which access is necessary to effectuate the remedial design or remedial action required pursuant to this Decree. Such access shall be allowed or obtained for the purposes of conducting activities related to this Decree, including but not limited to:

- a. Monitoring the Work or any other activities taking place at the Facility;
- b. Verifying any data or information regarding the Facility submitted to the United States;
- c. Conducting investigations relating to contamination at or near the Facility;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Facility;
- f. Inspecting and copying records, operating logs, contracts or other documents maintained or generated by Settling Defendants or their agents, consistent with this Decree and applicable law; or
- g. Assessing Settling Defendants' compliance with this Consent Decree.

24. Access Authority Retained. Nothing herein shall restrict in any way the United States' access authorities and rights under CERCLA, RCRA or any other applicable statute, regulation or permit.

25. Sampling Availability. Settling Defendants shall make available to U.S. EPA and the State the results of all sampling

and/or tests or other data generated by Settling Defendants with respect to the implementation of this Consent Decree. U.S. EPA, upon request, shall make available to the Settling Defendants the results of sampling and/or tests or other data generated by U.S. EPA or its contractors.

26. Split Samples. Upon request a party taking samples shall allow other parties and/or their authorized representatives to take split or duplicate samples. The party taking samples shall give appropriate notice of sample collection activity to the other parties.

XI. REPORTING REQUIREMENTS

27. Monthly Progress Reports. Settling Defendants shall prepare and provide to U.S. EPA and the State written monthly progress reports which: (1) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month, and attach copies of appropriate supporting documentation such as invoices, contract documents and photographs; (2) include all results of sampling and tests and all other data received by Settling Defendants during the course of the work which has passed quality assurance and quality control procedures; (3) include all plans and procedures completed under the RD/RA Work Plan during the previous month; (4) describe all actions, data and plans which are scheduled for the next month and provide other information relating to the progress of construction; (5) include information regarding percentage of completion, unresolved delays encountered or

anticipated that may affect the future schedule for implementation of RD/RA Statement of Work or Work Plan, and a description of efforts made to mitigate those delays or anticipated delays. Progress reports are to be submitted to U.S. EPA and the State by the tenth day of every month following the effective date of this Consent Decree.

28. Other Reporting Requirements. Settling Defendants shall submit reports, plans and data required by the SOW, the RD/RA Work Plan or other approved plans in accordance with the schedules set forth in such plans.

29. Reports of Releases. Upon the occurrence of any event during performance of the Work which, pursuant to Section 103 of CERCLA, requires reporting to the National Response Center, Settling Defendants shall promptly orally notify the U.S. EPA Remedial Project Manager ("RPM") or On-Scene Coordinator ("OSC"), or in the event of the unavailability of the U.S. EPA RPM, the Emergency Response Section, Region V, United States Environmental Protection Agency, in addition to the reporting required by Section 103. Within 20 days of the onset of such an event, Settling Defendants shall furnish to the United States a written report setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Settling Defendants shall submit a report setting forth all actions taken to respond thereto.

30. Annual Report. Settling Defendants shall submit each year, within thirty (30) days of the anniversary of the entry of

the Consent Decree, a report to the Court and the parties setting forth the status of response actions at the Facility, which shall include at a minimum a statement of major milestones accomplished in the preceding year, a statement of tasks remaining to be accomplished, and the schedule for implementation of the remaining Work.

XII. REMEDIAL PROJECT MANAGER/PROJECT COORDINATORS

31. Designation/Powers. U.S. EPA shall designate a Remedial Project Manager ("RPM") and/or an On Scene Coordinator ("OSC") and the State shall designate a Project Coordinator for the Facility, and they may designate other representatives, including U.S. EPA and State employees, and federal and state contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. The RPM/OSC shall have the authority lawfully vested in an RPM/OSC by the National Contingency Plan, 40 CFR Part 300. In addition, the RPM/OSC shall have the authority to halt any work required by this Consent Decree when conditions at the Facility may present an imminent and substantial endangerment to public health or welfare or the environment. Settling Defendants shall also designate a Project Coordinator who shall have primary responsibility for implementation of the Work at the Facility.
32. Communications. To the maximum extent possible, except as specifically provided in the Consent Decree, communications between Settling Defendants, the State and U.S. EPA concerning

the implementation of the work under this Consent Decree shall be made between the Project Coordinators and the RPM/OSC.

33. Notification/Replacements. Within twenty (20) calendar days of the effective date of this Consent Decree, Settling Defendants, the State and U.S. EPA shall notify each other, in writing, of the name, address and telephone number of the designated Project Coordinator and an Alternate Project Coordinator, and the RPM/OSC and Alternate RPM/OSC. If the identity of any these persons changes, notice shall be given to the other parties at least five (5) business days before the changes become effective.

XIII. FORCE MAJEURE

34. Definition. "Force Majeure" for purposes of this Consent Decree is defined as any event arising from causes beyond the control of Settling Defendants which delays or prevents the performance of any obligation under this Consent Decree notwithstanding Settling Defendants' best efforts to avoid the delay. Increased costs or expenses or non-attainment of the Clean-Up Standards shall not constitute "force majeure" events.

35. Notice to RPM Required. When circumstances occur which may delay the completion of any phase of the Work or delay access to the Facility or to any property on which any part of the Work is to be performed, whether or not caused by a "force majeure" event, Settling Defendants shall promptly notify the RPM by telephone, or in the event of their unavailability, the Director of the Waste Management Division of U.S. EPA. Within twenty (20)

days of the event which Settling Defendants contend is responsible for the delay, Settling Defendants shall supply to the United States in writing the reason(s) for and anticipated duration of such delay, the measures taken and to be taken by Settling Defendants to prevent or minimize the delay, and the timetable for implementation of such measures. Failure to give such oral notice and written explanation in a timely manner shall constitute a waiver of any claim of force majeure.

36. If U.S. EPA agrees that a delay is or was attributable to a "force majeure" event, the Parties shall modify the SOW or RD/RA Work Plan to provide such additional time as may be necessary to allow the completion of the specific phase of Work and/or any succeeding phase of the Work affected by such delay.

37. If U.S. EPA does not agree with Settling Defendants, within 30 days of the notice to the RPM given pursuant to para. 35 above, that the reason for the delay was a "force majeure" event, that the duration of the delay is or was warranted under the circumstances, and that the length of additional time requested by Settling Defendants for completion of the delayed work is necessary, Settling Defendants shall initiate a formal dispute resolution proceeding under Section XIV below no later than the 30th day after the notice to the RPM given pursuant to para. 35. In such a proceeding, Settling Defendants have the burden of proving that the event was a force majeure, that best efforts were exercised to avoid and mitigate the effects of the delay, that the duration of the delay is or was warranted, that

the additional time requested for completion of the Work involved is necessary to compensate for the delay, and that the notice provisions of para. 35 were complied with.

XIV. DISPUTE RESOLUTION

38. The Parties to this Consent Decree shall attempt to resolve expeditiously any disagreements concerning the meaning, application or implementation of this Consent Decree. Any party seeking dispute resolution first shall provide the other parties with an "Informal Notice of Dispute" in writing and request an informal dispute resolution period, which shall not exceed thirty (30) days.

39. If the dispute is not resolved within the informal discussion period, any party may initiate formal dispute resolution by giving a written "Formal Notice of Dispute" to the other parties no later than the 30th day following the Informal Notice of Dispute. A party may seek formal dispute resolution prior to the expiration of the informal discussion period where the circumstances require prompt resolution.

40. Formal dispute resolution for disputes pertaining to the selection or adequacy of remedial design or remedial action (including the selection and adequacy of any plans which are required to be submitted for government approval under this Decree and the adequacy of Work performed) shall be conducted according to the following procedures:

a. Within ten (10) days of the service of the Formal Notice of Dispute pursuant to the preceding paragraph, or such

other time as may be agreed to by the parties, the party who gave the notice shall serve on the other parties to this Decree a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position (hereinafter the "Statement of Position"), and shall provide copies of all supporting documentation on which such party relies.

b. Opposing parties shall serve their Statements of Position and copies of supporting documentation within twenty (20) days after receipt of the complaining party's Statement of Position or such other time as may be agreed to by the parties.

c. U.S. EPA shall maintain an administrative record of any dispute governed by this paragraph. The record shall include the Formal Notice of Dispute, the Statements of Position, all supporting documentation submitted by the parties, and any other material on which the U.S. EPA decision maker relies for the administrative decision provided for below. The record shall be available for inspection and copying by all parties. The record shall be closed no less than ten (10) days before the administrative decision is made, and U.S. EPA shall give all parties prior notice of the date on which the record will close.

d. Upon review of the administrative record U.S. EPA shall issue a final decision and order resolving the dispute.

e. Any decision and order of U.S. EPA pursuant to subparagraph d. shall be reviewable by this Court, provided that a Notice of Judicial Appeal is filed within 10 days of receipt of

U.S. EPA's decision and order. Judicial review will be conducted on U.S. EPA's administrative record and U.S. EPA's decision shall be upheld unless it is demonstrated to be arbitrary and capricious or in violation of law.

41. Judicial dispute resolution for any issues not governed by the preceding paragraph may be initiated by petition to the Court and shall be governed by the Federal Rules of Civil Procedure. Except as specifically provided in other provisions of this Decree, e.g. Section XIII, this Decree does not establish burdens of proof for such dispute resolution proceedings.

42. The invocation of the procedures stated in this Section shall not extend or postpone Settling Defendants' obligations under this Consent Decree with respect to the disputed issue unless and until U.S. EPA agrees otherwise. EPA's position on an issue in dispute shall control until such time as the Court orders otherwise in accordance with the provisions of this Section.

43. Any applicable Stipulated Penalties continue to accrue during dispute resolution, as provided in Section XVII hereof. Settling Defendants may seek forgiveness of stipulated penalties that accrue during dispute resolution by petition to U.S. EPA and/or the Court pursuant to para. 62 below.

44. Upon the conclusion of any formal or informal dispute resolution under this Section which has the effect of nullifying or altering any provision of the RD/RA Work Plan or any other plan or document submitted and approved pursuant to this Decree,

Settling Defendants shall submit an amended plan, in accordance with the decision, to U.S. EPA within fifteen (15) days of receipt of the final order or decision. Amendments of the SOW as a result of dispute resolution proceedings are governed by Section VII above. Amendments of a plan or other document as a result of dispute resolution shall not alter any dates for performance unless such dates have been specifically changed by the order or decision. Extension of one or more dates of performance in the order or decision does not extend subsequent dates of performance for related or unrelated items of Work unless the order or decision expressly so provides or the parties so agree.

XV. RETENTION AND AVAILABILITY OF INFORMATION

45. Settling Defendants shall make available to U.S. EPA and shall retain the following documents for 21 years following the final review conducted under Section VIII hereof: all records and documents in their possession, custody, or control which relate to the performance of this Consent Decree, including, but not limited to, documents reflecting the results of any sampling, tests, or other data or information generated or acquired by any of them, or on their behalf, with respect to the Facility and all documents pertaining to their own or any other person's liability for response action or costs under CERCLA. After this period of document retention, Settling Defendants shall notify U.S. DOJ and U.S. EPA at least ninety (90) calendar days prior to the destruction of any such documents, and upon request by U.S. EPA,

Settling Defendants shall relinquish custody of the documents to U.S. EPA.

46. Settling Defendants may assert business confidentiality claims covering part or all of the information provided in connection with this Consent Decree in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. (9604(e)(7)), and pursuant to 40 CFR (2.203(b) and applicable State law. Information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 CFR Part 2, Subpart B and, if determined to be entitled to confidential treatment under State law by the State, afforded protection under State law by the State. If no such claim accompanies the information when it is submitted to U.S. EPA, the public may be given access to such information without further notice to Settling Defendants.

47. Information acquired or generated by Settling Defendants in performance of the Work that is subject to the provisions of Section 104(e)(7)(F) of CERCLA, 42 U.S.C. (9604(e)(7)(F)), shall not be claimed as confidential by Settling Defendants.

48. In the event that Settling Defendants' obligation to produce documents under this Section includes documents which are privileged from disclosure as attorney-client communications, attorney work-product or other privilege recognized by law, Settling Defendants may seek to withhold production of such documents to avoid improper disclosure. At the time production is requested, Settling Defendants must provide the United States

all information necessary to determine whether the document is privileged, including such information as is generally required under the Federal Rules of Civil Procedure. If the United States does not agree with the Settling Defendant's claim of privilege, Settling Defendants may seek protection of the documents from the Court. Settling Defendants shall not withhold as privileged any information or documents that are created, generated or collected pursuant to requirements of this Decree, regardless of whether the document has been generated in the form of an attorney-client communication or other generally privileged manner. Settling Defendants may not withhold as privileged any documents that are subject to the public disclosure provision of Section 104(e)(7)(F) of CERCLA, 42 U.S.C. {9604(e)(7)(F).

XVI. REIMBURSEMENT

49. Settling Defendants shall pay all Response Costs incurred by the United States relating to the Facility after December 27, 1989, including all Oversight Costs, all costs of access required to be paid pursuant to Section X hereof, and all costs incurred in enforcing this decree in any proceeding or action in which the United States prevails. The United States shall submit its claim for response costs incurred between December 27, 1989, and the date of entry of the Decree as soon as practicable after entry of the Decree. Claims for Oversight Costs shall be submitted on an annual basis, as soon as practicable after each anniversary date of this Consent Decree, along with itemized cost statements. Payments shall be made

within 45 days of the submission of the above claims. Payments shall be made to the EPA Hazardous Substances Superfund, delivered to the U.S. EPA, Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673 in the form of a certified or cashier check payable to "EPA Hazardous Substances Superfund," and referencing CERCLA Number TJB05B4C4 and DOJ Case Number 90-11-2-479. A copy of such check shall be sent to the Director, Waste Management Division, U.S. EPA, Region V and to the Assistant Attorney General, Land and Natural Resources Division, U.S. Department of Justice, at the addresses provided in Section XXI (Notices).

50. Settling Defendants may agree among themselves as to the apportionment of responsibility for the payments required by this Section, but their liability to the United States for these payments shall be joint and several.

XVII. STIPULATED PENALTIES

51. Settling Defendants shall pay stipulated penalties in the amounts set forth below to the United States for each failure to complete any of the following requirements of this Consent Decree in an acceptable manner and within the time schedules specified in the SOW, the RD/RA Work Plan or in other plans submitted and approved under this Consent Decree:

a. Late Reports. For each day that the Settling Defendants fail to submit monthly progress reports in accordance with the requirements of Section XI of the Decree, the following

stipulated penalties shall be payable per violation to the United States:

Payment Schedule

Day 1-7	\$ 125 per day
Days 8-30	\$ 500 per day
Days 31-60	\$1250 per day
After 60 days	\$2500 per day.

b. Delayed Remedial Plans and Work. For each day that Settling Defendants fail to meet any milestone specified below in subparagraph b.2 and in accordance with the schedules set forth in this Consent Decree, the SOW and the relevant work plans, the following stipulated penalties shall be payable per violation to the United States:

1. Payment Schedule

Day 1-7	\$ 1000 per day
Days 8-30	\$ 2000 per day
Days 31-60	\$ 3250 per day
After 60 days	\$ 7000 per day

2. Milestones

- a) Submit RD Work Plan in accordance with paragraph 13 of this Decree.
- b) Submit RD/RA Work Plan in accordance with paragraph 13 of this Decree
- c) Complete Supplemental Sampling as detailed in the SOW and in accordance with the requirements and schedule of the approved RD/RA Work Plan.
- d) Complete Confirmational Sampling as detailed in the SOW and in accordance with the requirements and schedule of the approved RD/RA Work Plan.

- e) Complete Soil Treatability Study as detailed in the SOW and in accordance with the requirements and schedule of the approved RD/RA Work Plan.
- f) Submit preliminary design report representing 30% design completion. The report shall include the results and analysis of the supplemental sampling, confirmational sampling, and soil treatability study.
- g) Submit Remedial Design as detailed in the SOW and in accordance with the schedules and requirements of the approved RD/RA Work Plan.
- h) Complete Excavation, Treatment, and Disposal of Contaminated soils as detailed in the SOW and in accordance with the requirements and schedule of the approved RD/RA Work Plan.
- i) Complete Post-Excavation Sampling as detailed in the SOW and in accordance with the requirements and schedule of the approved RD/RA Work Plan.
- j) Complete Soil Replacement as detailed in the SOW and in accordance with the requirements and schedule of the approved RD/RA Work Plan.
- k) Pre-final inspection report and remedial action report as detailed in the SOW and in accordance with the requirements and schedule of the approved RD/RA Work Plan.

c. Endangerment. For each day that the Settling Defendants fail to take action to abate an endangerment in accordance with the requirements of Section XXIII of this Decree, the following stipulated penalties shall be payable per violation to the United States:

Payment Schedule

Day 1-7	\$ 1500 per day
Days 8-30	\$ 3000 per day
Days 31-60	\$ 4500 per day
After 60 days	\$ 9000 per day

d. Notice. For each day that the Settling Defendants fail to comply with the notice requirements set out in Section XXI of this Decree, the following stipulated penalties shall be payable per violation to the United States:

Payment Schedule

Day 1-7	\$ 250 per day
Days 8-30	\$ 500 per day
Days 31-60	\$ 1000 per day,
After 60 days	\$ 1500 per day

52. All penalties begin to accrue on the day after complete performance is due or the day a violation occurs, and continue to accrue through the final day of correction of the noncompliance or completion of performance. Any modifications of the time for performance shall be in writing and approved by U.S. EPA. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

53. Following U.S. EPA's determination that Settling Defendants have failed to comply with the requirements of this Consent Decree, U.S. EPA shall give Settling Defendants written notification of the same and describe the non-compliance. This notice shall also indicate the amount of penalties due. However, penalties shall accrue as provided in the preceding paragraph regardless of whether U.S. EPA has notified Settling Defendants of a violation.

54. All penalties owed to the United States under this Section shall be payable within 30 days of receipt of the

notification of non-compliance, unless Settling Defendants invoke the dispute resolution procedures under Section XIV.

55. Settling Defendants may dispute the United States' right to the stated amount of penalties on the grounds that the violation is excused by the Force Majeure provisions of Section XIII or that it is based on a mistake of fact. The dispute resolution procedures under Section XIV shall be followed for such a dispute.

56. Neither the filing of a petition to resolve a dispute nor the payment of penalties shall alter in any way Settling Defendants' obligation to continue and complete the performance required hereunder.

57. Penalties shall continue to accrue as provided in para. 52 during the dispute resolution period, but need not be paid until the following decision points:

a. If the dispute is resolved by agreement or by decision or order of U.S. EPA which is not appealed to this Court, accrued penalties shall be paid to U.S. EPA within fifteen (15) days of the agreement or the receipt of U.S. EPA decision or order;

b. If the dispute is appealed to this Court, accrued penalties shall be paid to U.S. EPA within fifteen (15) days of receipt of the Court's decision or order, except as provided in subparagraph c below;

c. If the District Court's decision is appealed by any party, Settling Defendants shall pay all accrued penalties

into an interest-bearing escrow account within fifteen (15) days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every sixty (60) days. Within fifteen (15) days of receipt of the appellate court decision, the escrow agent shall pay the balance of the account to U.S. EPA and/or to Settling Defendants to the extent that they prevail, as determined pursuant to the following paragraph.

58. Settling Defendants shall not owe stipulated penalties for any items upon which they prevail in dispute resolution. Settling Defendants shall request a specific determination at each stage of dispute resolution as to the issues and items upon which they have prevailed and as to the amount of any stipulated penalties owed.

59. Notwithstanding the above provisions, the Settling Defendants shall have the right to petition the Court or U.S. EPA (according to the level of dispute resolution reached) for forgiveness of stipulated penalties that accrue during dispute resolution for items upon which they did not prevail, based on a finding (1) that the delay in work or other violation that caused the stipulated penalty to accrue was necessary and appropriate during the dispute resolution proceeding (2) that Settling Defendants' position regarding the dispute had substantial support in law and fact and reasonably could have been expected to prevail, considering the applicable standard of review, and (3) that Settling Defendants sought dispute resolution at the

earliest practicable time and took all other appropriate steps to avoid any delay in remedial action work as a result of the dispute. If the Court or U.S. EPA so finds, they may grant an appropriate reduction in the stipulated penalties that accrued during the dispute resolution period. Settling Defendants shall have the burdens of proof and persuasion on any petition submitted under this provision.

60. Interest shall begin to accrue on the unpaid balance of stipulated penalties on the day following the date payment is due. Pursuant to 31 U.S.C. (3717, interest shall accrue on any amounts overdue at a rate established by the Department of Treasury for any period after the date of billing. A handling charge will be assessed at the end of each 30 day late period, and a six percent per annum penalty charge will be assessed if the penalty is not paid within 90 days of the due date. Penalties shall be paid as specified in para. 49 hereof.

61. If Settling Defendants fail to pay stipulated penalties, the United States or the State may institute proceedings to collect the penalties. In any such proceeding, penalties shall be paid as provided in para. 49 above. 62. Notwithstanding any of the above provisions, U.S. EPA may elect to assess civil penalties and/or to bring an action in U.S. District Court pursuant to Section 109 of CERCLA to enforce the provisions of this Consent Decree. Payment of stipulated penalties shall not preclude U.S. EPA from electing to pursue any other remedy or sanction to enforce this Consent Decree, and

nothing shall preclude U.S. EPA from seeking statutory penalties against Settling Defendants for violations of statutory or regulatory requirements.

XVIII. COVENANT NOT TO SUE

63. Except as otherwise specifically provided in the following paragraph or elsewhere in this Decree, the United States covenants not to sue the Settling Defendants for Covered Matters. Covered matters shall mean claims available to the United States under Sections 106 and 107 of CERCLA and Section 7003 of RCRA for the Work to be performed under this Decree and for any monies paid by Settling Defendants to the United States pursuant to Section XVI of this Decree.

64. "Covered Matters" does not include:

- a. Liability arising from hazardous substances removed from the Facility;
- b. Natural resource damages;
- c. Criminal liability;
- d. Claims based on a failure by the Settling Defendants to meet the requirements of this Consent Decree;
- e. Any matters for which the United States is owed indemnification under Section XIX hereof;
- f. Liability for violations of Federal or State law which occur during implementation of the remedial action; or

- g. Liability for performance of remedial design or remedial action at the Facility other than Work required by this Decree.

65. Notwithstanding any other provision in this Consent Decree, (1) the United States reserves the right to institute proceedings in this action or in a new action or to issue an Order seeking to compel the Settling Defendants to perform any additional response work at the Facility, and (2) the United States reserves the right to institute proceedings in this action or in a new action seeking to reimburse the United States for its response costs relating to the Facility, if:

- a. for proceedings prior to U.S. EPA certification of completion of the remedial action concerning the Facility,

- (i) conditions at the Facility, previously unknown to the United States, are discovered after the entry of this Consent Decree, or

- (ii) information is received, in whole or in part, after the entry of this Consent Decree,

and these previously unknown conditions or this information, indicates that the remedial action is not protective of human health and the environment; and

- b. for proceedings subsequent to U.S. EPA certification of completion of the remedial action concerning the Facility,

- (i) conditions at the Facility, previously unknown to the United States, are discovered after the certification of completion by U.S. EPA, or

- (ii) information is received, in whole or in part, after the certification of completion by U.S. EPA,

and these previously unknown conditions or this information indicates that the remedial action is not protective of human health and the environment.

66. For purposes of subpara. a. of the preceding paragraph, the information received by and the conditions known to the United States are that information and those conditions set forth in the Record of Decision (the "ROD") attached as Appendix 1 hereto or in documents contained in U.S. EPA's administrative record supporting the ROD. For purposes of subpara. b. of the preceding paragraph, the information received by and the conditions known to the United States are that information and those conditions set forth in the ROD, the administrative record supporting the ROD, or in reports or other documents submitted to U.S. EPA pursuant to this Consent Decree or generated by U.S. EPA in overseeing this Consent Decree prior to certification of completion.

67. Notwithstanding any other provisions in this Consent Decree, the covenant not to sue in this Section shall not relieve the Settling Defendants of their obligation to meet and maintain compliance with the requirements set forth in this Consent Decree, including the conditions in the ROD, which are incorporated herein, and the United States reserves its rights to take response actions at the Facility in the event of a breach of the terms of the Consent Decree and to seek recovery of costs incurred after entry of the Consent Decree: 1) resulting from such a breach; 2) relating to any portion of the Work funded or performed by the United States; or 3) incurred by the United

States as a result of having to seek judicial assistance to remedy conditions at or adjacent to the Facility.

68. Settling Defendants hereby release and waive any rights to assert any claims against the United States or agency of the United States relating to the Facility, except any alleged claims for liability under Section 107 of CERCLA against the United States for activities relating to the Naval Avionics Center in Indianapolis, Indiana.

69. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership corporation or other entity not a signatory to this Consent Decree for any liability it may have arising out of or relating to the Facility. The United States expressly reserves the right to continue to sue any person, other than the Settling Defendants, in connection with the Facility.

XIX. INDEMNIFICATION; OTHER CLAIMS

70. Settling Defendants agree to indemnify, save and hold harmless the United States and/or its representatives from any and all claims or causes of action arising from the acts or omissions of Settling Defendants and/or their representatives, including contractors and subcontractors, in carrying out the activities pursuant to this Consent Decree. The United States shall notify Settling Defendants of any such claims or actions promptly after receipt of notice that such a claim or action is anticipated or has been filed.

71. The United States does not assume any liability of Settling Defendants by virtue of entering into this agreement or by virtue of any designation that may be made of Settling Defendants as U.S. EPA's representatives under Section 104(e) of CERCLA for purposes of carrying out this Consent Decree. The United States is not to be construed as parties to any contract entered into by Settling Defendants in carrying out the activities pursuant to this Consent Decree. The proper completion of the Work under this Consent Decree is solely the responsibility of Settling Defendants.

72. Settling Defendants waive their rights to assert any claims against the Hazardous Substances Superfund under CERCLA that are related to any costs incurred in the Work performed pursuant to this Consent Decree and nothing in this Consent Decree shall be construed as U.S. EPA's preauthorization of a claim against the Superfund.

XX. INSURANCE/FINANCIAL RESPONSIBILITY

73. Settling Defendants shall purchase and maintain in force for the duration of the remedial action work, comprehensive, general liability and automobile insurance with limits of one (1) million dollars, combined single limit, naming as insured the United States. In addition, for the duration of this Consent Decree, Settling Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing work on behalf of Settling

Defendants in furtherance of this Consent Decree. Prior to commencement of the Work at the Facility, Settling Defendants shall provide U.S. EPA with a certificate of insurance and a copy of the insurance policy. If Settling Defendants demonstrate by evidence satisfactory to the United States that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then with respect to that contractor or subcontractor Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

74. Settling Defendants shall provide financial security, in the amount of 3.4 million dollars, in one of the forms permitted under 40 C.F.R. 264.145, to assure completion of the Work at the Facility.

XXI. NOTICES

75. Whenever, under the terms of this Consent Decree, notice is required to be given, a report or other document is required to be forwarded by one party to another, or service of any papers or process is necessitated by the dispute resolution provision directed to the following individuals at the addresses specified on the next page:

As to the United States or
U.S. EPA:

- a. Regional Counsel
Attn: Auto-Ion
Coordinator (5CSTUB3)
U.S. Environmental
Protection Agency
230 S. Dearborn Street
Chicago, Illinois 60604
- b. Director, Waste Management
Division
Attn: Auto-Ion, Remedial
Project Manager (5HS)
U.S. Environmental Protection
Agency
230 S. Dearborn Street
Chicago, Illinois 60604
- c. Assistant Attorney General
Land & Natural Resources
Division
U.S. Department of Justice
10th & Pennsylvania Ave., N.W.
Washington, D.C. 20530
Ref. D.J. #90-11-2-479

As to the State of:

Director, Michigan
Dept. of Natural Resources
Attn: Auto Ion
Coordinator
300 S. Washington Square
Lansing, Michigan 48909

As to Settling Defendants:

- a. Eastman and Smith
800 United Savings Building
Toledo, Ohio 43604
- b. Mayer Brown and Platt
190 South LaSalle St.
Chicago, Illinois 60603 - 3341

XXII. CONSISTENCY WITH NATIONAL CONTINGENCY PLAN

76. The United States agrees that the Work and additional work if any, if properly performed, is consistent with the provisions of the National Contingency Plan.

XXIII.

ENDANGERMENT AND EMERGENCY RESPONSE

77. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of a hazardous substance into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment, Settling Defendants shall immediately take all appropriate action to prevent, abate, or minimize such release and endangerment, and shall immediately notify the RPM or, if the RPM is unavailable, the U.S. EPA Emergency Response Section, Region V, U.S. EPA. Settling Defendants shall take such action in accordance with all applicable provisions of the Health and Safety/Contingency Plan developed pursuant to the SOW and approved by U.S. EPA. In the event that Settling Defendants fail to take appropriate response action as required by this paragraph and U.S. EPA or the State takes such action instead, Settling Defendants shall reimburse all costs of the response action not inconsistent with the MCP. Payment of such response costs shall be made in the manner provided in Section XVI hereof.

78. Nothing in the preceding paragraph or in this Consent Decree shall be deemed to limit the response authority of the United States under 42 U.S.C. {9604.

XXIV. COMMUNITY RELATIONS

79. Settling Defendants shall cooperate with U.S. EPA and the State in providing information regarding the progress of

remedial design and remedial action at the Facility to the public. As requested by U.S. EPA, Settling Defendants shall participate in the preparation of all appropriate information disseminated to the public and in public meetings which may be held or sponsored by U.S. EPA or the State to explain activities at or concerning the Facility.

XXV. RETENTION OF JURISDICTION; MODIFICATION

80. Retention of Jurisdiction. This Court will retain jurisdiction for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, or relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIV hereof.

81. Modification. No material modification shall be made to this Consent Decree without written notification to and written approval of the parties and the Court except as provided below or in Section VII (Modification of the Statement of Work; Additional Work). The notification required by this Section shall set forth the nature of and reasons for any requested modification. No oral modification of this Consent Decree shall be effective. Nothing in this paragraph shall be deemed to alter the Court's power to supervise or modify this Consent Decree.

XXVI. EFFECTIVE DATE

82. This Consent Decree shall be effective upon the date of its entry by the Court, except to the extent provided in para. 13 regarding the commencement of remedial design upon lodging.

83. Effect of Settlement. The entry of this consent decree shall not be construed to be an acknowledgment by the parties that the release or threatened release concerned constitutes an imminent and substantial endangerment to the public health or welfare or the environment. Except as provided in the Federal Rules of Evidence, the participation by any party in the process under this section shall not be considered an admission of liability for any purpose, and the fact of such participation shall not be admissible in any judicial or administrative proceeding, including a subsequent proceeding under this section.

ENTERED this 26th day of March, 1991.

Wm. L. Hines
U.S. District Judge

Entered - 11 - 1991

W. L. Hines

MAR 23 1991

The parties whose signatures appear below hereby consent to the terms of this Consent Decree. The consent of the United States is subject to the public notice and comment requirements of Section 122(i) of CERCLA and 28 CFR 50.7.

UNITED STATES OF AMERICA

By: 

Assistant Attorney
General
Land & Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Date: 8-21-90

By: 

Valdas V. Adamkus
Regional Administrator
U.S. EPA, Region V

Date: May 15th, 1990.

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Auto Ion, Inc., et al.

SHELLER-GLOBE CORPORATION
1641 Porter Street
Detroit, Michigan 48216

By: Harvey C. Tull
(Name of Officer)

Harvey C. Tull
(Signature of Officer)

Vice President - Financial Planning
Title

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Auto Ion, Inc., et al.,"

ALLIED-SIGNAL INC.

NAME OF SETTling DEFENDANT (Type)

401 North Bendix Drive

Address South Bend, Indiana 46620

By: Charles W. Baker

Name of Officer



(Signature of officer)

Vice President - Operations

Title

Bendix Automotive Systems - North America
(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior to all parties shall be provided by Settling Defendant if any change in the identity or address of the Settling Defendant or its agent for service of process.

Auto-Ton Superfund Site -
Final Consent Decree and
Statement of Work For
Operable Unit One

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Amerace Corporation

NAME OF SETTLING DEFENDANT (Type)

Campus Drive, Arbor Circle South

Address Parsippany, N.J. 07054-0254

By: Eugene C. Holloway

Name of Officer

Alfred Wallace

(Signature of officer)

Vice President, Secretary and

Title	General Counsel
-------	-----------------

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name _____

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or (if many) on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Anderson Safeway Guard Rail
Corporation

NAME OF SETTLING DEFENDANT (Type)
101 Southfield Road, Birmingham, MI 48011

Address

By:

Name of Officer
Barry T. Shapiro

(Signature of officer)

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name: Roberto, Esq.
Address: 101 Southfield Road, Suite 500
Birmingham, MI 48011

Prior to all parties shall be provided by Settling Defendant if any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

CONSUMERS POWER COMPANY

NAME OF SETTLING DEFENDANT (Type)
110 W. Michigan Ave., Jackson, MI 49201
Address

By: David A. Mikelonis
Name of Officer

X [Signature]
(Signature of officer)
Sen. Vice President & General Counsel
Title

(Corporate acknowledgment)

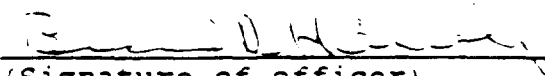
If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Sen. Esc.
Name
110 W. Michigan Ave., Jackson, MI 49201
Address

Prior notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. [Name], Inc., et al.."

CLARK EQUIPMENT COMPANY
NAME OF SETTLING DEFENDANT (Type)
100 NORTH MICHIGAN STREET, P.O. BOX 7708
Address SOUTH BEND, IN 46614

By: BERNARD D. HENELY
Name of Officer

(Signature of officer)
VICE PRESIDENT
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. CONTRACTS UNITED, Inc., et al."

CONTRACTS UNITED, INC.
NAME OF SETTTLING DEFENDANT (Type)
BOX 3004
Address
COLUMBUS, IND. 47202
By: JOHN S. SPANGLER
Name of Officer
[Signature]
(Signature of officer)
PRESIDENT
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

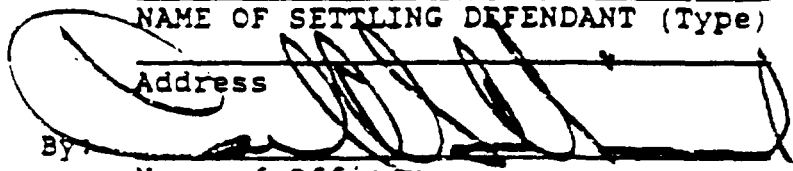
JOHN S. SPANGLER
Name

Address

Prior to all parties shall be provided by Settling Defendant. If any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Dana Corporation
NAME OF SETTling DEFENDANT (Type)

Address _____
By: 
Name of Officer
Carl Hirsch
(Signature of officer)
Senior Vice President
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et.al."

NAME OF SETTLING DEFENDANT (Type)
65059M-43 West, P.O. Box 160
Address Bangor, Michigan 49013

By: William R. Seelbach
Name of Officer
William R. Seelbach
(Signature of officer)
Co - Chairman
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name _____

Address _____

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Eagle-Picher Industries, Inc. on behalf of Union Steel Products Co.

NAME OF SETTLING DEFENDANT (Type)

P.O. Box 779, Cincinnati, OH 45201

Address

By: James A. Ralston

Name of Officer

James A. Ralston

(Signature of officer)

Vice President

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Frank J. McCune, Esq.

Name Eagle-Picher Industries, Inc.

Box 779, Cincinnati, OH 45201

Address

Prior notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

UNITED TECHNOLOGIES AUTOMOTIVE, INC.,
successor in interest to ESSEX WIRE CORPORATION

NAME OF SETTLING DEFENDANT (Type)
5200 Auto Club Drive, Dearborn, MI 48126
Address

By: Steven B. Gustafson
Name of Officer
[Signature]
(Signature of officer)
Vice President - Counsel
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Faultless Caster Corporation

NAME OF SETTLING DEFENDANT (Type)

c/o Suite 800, 171 Monroe Ave., Grand Rapids, MI

Address

49503

Warnum, Riddering, Schmidt & Howlett

By: Charles M. Denton

Name of Officer



(Signature of officer)

One of its Attorneys

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

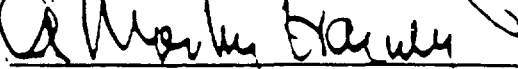
Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Hobe Corporation, et al."

Bridgestone/Firestone, Inc., d/b/a
The Firestone Tire & Rubber Company

NAME OF SETTling DEFENDANT (Type)
1200 Firestone Parkway Akron, OH 44317
Address

By: A. Mosby Harvey, Jr.

Name of Officer



(Signature of officer)

Vice President & Associate General Counsel
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

David A. Thomas

Name

1200 Firestone Parkway Akron, OH 44317

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

General Motors Corporation
NAME OF SETTLING DEFENDANT (Type)
3031 W Grand Blvd., P.O. Box 33132, Detroit, MI 48232
Address
By: Mark Hester
Name of Officer
Mark Hester
(Signature of officer)
Attorney
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

THE GOODYEAR TIRE & RUBBER COMPANY
FOR MOTOR WHEEL CORPORATION

NAME OF SETTLING DEFENDANT (Type)
1114 E. Market Street, Akron, OH 44316
Address

By: R.M. Henir

Name of Officer

X *[Signature]*
(Signature of officer)

Vice President

Title

Attest:

[Signature]
P. A. Kemper
Assistant Secretary

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Neal T. Fountree, Attorney
The Goodyear Tire & Rubber Company

Name

1114 East Market Street, Akron, OH 44316

Address

Telephone: (216) 796-8737

Fax: (216) 796-4816


Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

The undersigned hereby consents to the foregoing Consent
Decree in U.S. v. Auto Ion, Inc., et al.

Jervis a/k/a/ Harman Automotive,
Inc.
127 Tate Road
Bolivar, Tennessee 38008

Dated: January 30, 1990

By:


Charles Deming, Vice President,
Planning

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

HASTINGS MANUFACTURING COMPANY

NAME OF SETTLING DEFENDANT (Type)

125 W. Hanover Street, Hastings, MI 48033

Address

By: Thomas J. Bellgraben

Name of Officer

(Signature of officer)

Treasurer

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or (if many) on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Auto-Ton, Inc., et al."

Johnson Controls, Inc.

NAME OF SETTLING DEFENDANT (Type)

5757 North Green Bay Ave., P.O. Box 591,

Address Milwaukee, WI 53201

By: Thomas E. Courtney

Name of officer

(Signature of officer)

Battery Group Counsel

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

✓ KAWNEER COMPANY, INC.

NAME OF SETTLING DEFENDANT (Type)
555 Guthridge Ct., Norcross GA

Address

By: R. P. Loudin

Name of Officer

(Signature of officer)
Vice President & Treasurer

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Steven A. Smith, Esq.

Name

Kirkland & Ellis, 300 East Randolph Drive

Address 21st Floor, Chicago, Illinois 60601

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Acme Chemical Inc., et al."

Acme Chemical Inc.
NAME OF SETTLING DEFENDANT (Type)

One Lakeside Center, N.J. 07044
Address

By:

John N. [Signature]
Name of Officer

[Signature]
(Signature of officer)

Counsel
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Auto-Ion, Inc., et al.,"

☒ Monsanto Company

NAME OF SETTLING DEFENDANT (Type)
300 N. Lindbergh Blvd. St. Louis, Mo. 63167
Address

By: Michael F. Weishaar

Name of Officer

Michael F. Weishaar
(Signature of Officer)
Manager of Remedial Projects
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

☒ AT Corporation

Name
AT Corporation Detroit, MI 48226
Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

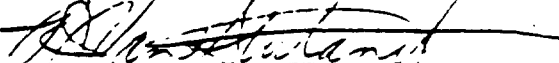
✓ National-Standard Company

NAME OF SETTLING DEFENDANT (Type)
1618 Terminal Rd., Miles, MI 49110

Address

By: R. J. VanSteelandt

Name of Officer



(Signature of officer)
Vice President

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Ref. to Auto-Ion

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Pickens Plating, Inc.

NAME OF SETTling DEFENDANT (Type)

1000 Industrial Ave., Albion, MI 49224
Address

By: Scott B. Pickens, President
Name of Officer


(Signature of officer)

President

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

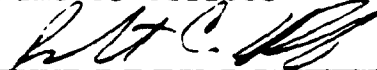
Signatures of each Settling Defendant may be here or (if many) on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U. S. v. Sheller-Globe Corporation, et al."

✓ Sealed Power Technologies Limited Partnership
NAME OF SETTLING DEFENDANT (Type)

2025 Sanford Street, Muskegon, MI 49443
Address

By: Robert C. Huff

Name of Officer



(Signature of Officer)

Vice President, Finance & CFO

Title

(Corporate Acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Robert Quintilliani

Name

SPX Corporation, 100 Terrace Plaza, Muskegon, MI 49443

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

pendix 1 - Record of
Signatures of each Settling Defendant may be here or (if
many) on a separate page beneath the statement "The undersigned
Settling Defendant hereby consents to the foregoing Consent
Decree in U.S. v. Sheller-Globe Corporation, et al."

Shakespeare Company

NAME OF SETTling DEFENDANT (Type)
4900 S. EASTERN 1 A. CA 90040
Address

By: JOHN J. RANGEL

Name of Officer

John J. Rangel

(Signature of officer)

SENIOR VICE PRESIDENT. FINANCE
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of
this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling
Defendant of any change in the identity or address of the
Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

✓ Stanadyne, Inc.

(now known as Moen Incorporated)

NAME OF SETTTLING DEFENDANT (Type)

377 Woodland Avenue, Elvria, Ohio 44036

Address

Hargreaves V. Tattersall, III

By: Vice President, Secretary & General Counsel

Name of Officer



(Signature of officer)

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Nancy M. Kollar, Esq.

Winston & Strawn

Name

35 West Wacker Drive, Chicago, Illinois 60601

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

STANADYNE

NAME OF SETTLING DEFENDANT (Type)

127 Woodland Ave. Elyria, OH
Address

By: Nancy M. Kollar

Name ~~XXXXXXXXXX~~

Nancy M. Kollar

(Signature ~~XXXXXXXXXX~~
Attorney

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Harold W. Tattersall, III, Vice President, Secretary and General Counsel

Name and Ave. Elyria, OH.

Address

Prior notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Sundstrand Heat Transfer, Inc.

NAME OF SETTling DEFENDANT (Type)
4949 Harrison Avenue, P.O. Box 1003
Address Rockford, IL 61103-1003

By: William R. Coole

Name of Officer



(Signature of officer)
Assistant Secretary

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

C. T. Corporation System
Name

Address
208 South La Salle Street
Chicago, IL 60604

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Auto Ion, Inc., et al."

UDYLITE (OMI International Corporation)
NAME OF SETTLING DEFENDANT (Type)
21441 Hoover Road, Warren, Michigan 48089
Address

By: Richard P. Mueller

Name of Officer

Richard P. Mueller

(Signature of officer)

Secretary and Legal Counsel

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

Valley Industries Co.
8280 Montgomery Rd. Suite 206

NAME OF SETTLING DEFENDANT (Type)

Cincinnati, Ohio 45226

Address

By: Jack D. Osborn

Name of Officer.

(Signature of officer)

President

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

A. Christian Worrell III
Braydon, Head & Ritchey

Name

1900 Fifth Third Center

Address

511 Walnut Street
Cincinnati, Ohio 45202

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Auto Ion, Inc., Inc., et al."

Whirlpool Corporation

NAME OF SETTLING DEFENDANT (Type)

2000 M-63 Benton Harbor, MI 49022

Address

By: Daniel F. Hobb

Name of Officer

(Signature of officer)

Vice President, General Counsel & Secretary
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.

Signatures of each Settling Defendant may be here or [if many]
on a separate page beneath the statement "The undersigned Settling
Defendant hereby consents to the foregoing Consent Decree in U.S.
v. Sheller-Globe Corporation, et al."

WICKES MANUFACTURING COMPANY
on behalf of its former
Grand Rapids Brass Division;
Crampton Manufacturing Company;
Angle Steel Division

NAME OF SETTling DEFENDANT (Type)

P. O. Box 999
26261 Evergreen Road
Southfield, Michigan 48037-0999
Address

By: JOHN A. JANITZ
Name of Officer

John A. Janitz
(Signature of Officer)

President
Title

(Corporate acknowledgment)

If different from above, the following is the name and address of
this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant
of any change in the identity or address of the Settling Defendant
or its agent for service of process.

signatures of each Settling Defendant may be here or [if many] on a separate page beneath the statement "The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in U.S. v. Sheller-Globe Corporation, et al."

WICKERS, INCORPORATED FOR "WICKER CORPORATION"

NAME OF SETTLING DEFENDANT (Type)

3000 STRAYER, MAUMEE, OHIO, 43537-0632

Address

By:

JAMES M. OATHOUT

Name of Officer

James M. Oathout

(Signature of officer)

SECRETARY

Title

(Corporate acknowledgment)

If different from above, the following is the name and address of this Settling Defendant's agent for service of process:

Name

Address

Prior Notice to all parties shall be provided by Settling Defendant of any change in the identity or address of the Settling Defendant or its agent for service of process.